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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

DAVID STEBBINS,  
Plaintiff,

vs.

JARROD JONES,  
Defendant

Case No.: 8:24-cv-01486-JVS-KES

DEFENDANT'S OPPOSITION TO PLAINTIFF'S  
MOTION TO ENFORCE SETTLEMENT

Defendant Jarrod Jones, appearing pro se, respectfully submits this opposition to Plaintiff David Stebbins's Motion to Enforce Settlement. While Defendant does not dispute the existence of the settlement agreement, he requests that the Court deny Plaintiff's motion for the following reasons:

**I. Defendant's Financial Circumstances**

Defendant is experiencing significant financial hardship, including the loss of his employment and an increase in rent to \$1,900 per month. While rent is shared, his portion remains approximately \$1,000 per month, leaving no discretionary income.

Defendant has not willfully defaulted on payments, nor has he abandoned the agreement. He has made numerous payments and only recently encountered circumstances beyond his control that affected his ability to comply.

Defendant is actively seeking employment and has concurrently filed a motion requesting temporary suspension of payment obligations until his financial situation stabilizes.

**II. Plaintiff's Escalating Demands and Hostile Conduct**

The plaintiff has repeatedly responded to short delays with hostility and disproportionate threats. On June 13, 2025, Plaintiff sent an email stating:

"Motherf\*\*\*\*, you're already late, and I'm already planning on filing a motion against you. What time today will I be paid?"

1 In another message dated June 11, 2025, Plaintiff wrote:

2 “Where the hell is your payment for this month?”

3 These communications, attached as Exhibit A, demonstrate a pattern of escalating  
4 aggression that undercuts any claim of good faith.

5 Additionally, on April 2, 2025, Defendant informed Plaintiff that he was undergoing  
6 emergency surgery and would be unable to access his bank accounts to process the settlement  
7 payment. Plaintiff responded dismissively, stating:

8 “Can you give me the details? Also, the settlement has no exception for medical emergencies.  
9 The impossibility defense requires the thing itself be impossible, not simply that you’re unable to  
10 do it.”

11 A full copy of this exchange, including Plaintiff’s continued threats, is attached as Exhibit B.

12 Despite Plaintiff’s hostility on June 13, Defendant submitted full payment by the end of  
13 the day, before Plaintiff filed his motion. The plaintiff was aware of the payment yet proceeded  
14 with the filing regardless, demonstrating a lack of necessity for this motion and an apparent  
15 retaliatory motive.

### 16 **III. Plaintiff’s Motion Is Procedurally Defective**

17 Under Local Rule 7-3, parties are required to confer in good faith at least seven days  
18 before filing a motion. The plaintiff failed to meet this requirement.

19 On June 14, 2025, Plaintiff sent a single email stating

20 “Pursuant to Local Rule 7-3, do you have any reason why I should not file this attached motion?”

21 While this email included a draft of the motion, Plaintiff did not attempt a substantive  
22 discussion or meaningful resolution—he simply issued a legal ultimatum rather than a true meet-  
23 and-confer. Courts have consistently ruled that a single email exchange does not satisfy Local  
24 Rule 7-3, which requires a genuine attempt at resolution.

25 Furthermore, the Plaintiff unilaterally imposed an arbitrary 24-hour deadline, demanding  
26 a response by June 15, 2025, and then filed his motion that evening at 7:00 PM, despite the lack  
27 of real discussion. Such conduct violates the seven-day requirement of Local Rule 7-3 and  
28 demonstrates a disregard for procedural fairness.

Plaintiff’s failure to engage in a proper meet-and-confer renders his motion procedurally  
defective and warrants its outright denial.

**IV. Legal Standard, Equity, and Plaintiff's Inconsistent Position**

Plaintiff argues that the Court lacks authority to modify or defer settlement payments. However, courts retain equitable discretion to grant temporary relief based on financial hardship, particularly when dealing with modest payments and demonstrated good faith.

While settlements are binding, contract enforcement must consider fairness and practicality, not just rigid adherence to timing. Courts have long recognized that contractual enforcement should not create unjust results, particularly when one party takes an overly aggressive stance in enforcing obligations.

In *Williams v. Walker-Thomas Furniture Co.*, 350 F.2d 445 (D.C. Cir. 1965), the court ruled that contractual terms may be unenforceable if enforcing them would be unconscionable or excessively one-sided. Plaintiff has responded to short, good-faith delays with aggressive legal threats, profanity-laden messages, and an unwillingness to accommodate reasonable hardships such as medical emergencies. This approach reflects the kind of rigid enforcement courts have historically rejected when it leads to unfair outcomes.

In his Enforcement motion, Plaintiff suggests that a written extension agreed to by both parties would permit a delay in payment. However, a review of Plaintiff's subsequent email communications (Exhibits A and B) reveals that he is categorically unwilling to entertain any delay, even in genuine cases of emergency or financial hardship. This contradiction between his formal suggestion and informal behavior demonstrates that his proposed extension mechanism is nothing more than a theoretical placeholder.

The Plaintiff's inconsistent position, on the one hand implying that a mutually agreed upon extension could be acceptable, yet on the other hand refusing any delay under any circumstances in his emails, shows that his motion is designed less to enforce a fair interpretation of the settlement and more to establish an uncompromising, retaliatory standard. This inherent inconsistency underscores that the Plaintiff's motion is based on a fabrication; he invokes a non-existent practice of permitting extensions solely to subsequently reject any actual request for good faith accommodation.

Moreover, Plaintiff filed this motion knowing that Defendant had already fulfilled his payment obligation on June 13, 2025. Courts have long recognized that motions filed in bad faith or without a real controversy should be denied outright. Plaintiff's refusal to acknowledge timely payment raises concerns about the true intent behind this filing, rather than its legal necessity.

Defendant has remained transparent about his financial difficulties, acted in good faith, and is not seeking to void the settlement but rather requesting a temporary adjustment to avoid undue hardship. Courts retain authority to adjust contractual enforcement when circumstances warrant, and Plaintiff's refusal to recognize these realities underscores why equitable relief should be granted in this case.

**V. Conclusion**

Plaintiff's motion is premature, procedurally flawed, and inequitable under the circumstances. Defendant respectfully requests that the Court deny Plaintiff's Motion to Enforce Settlement and instead grant Defendant's concurrently filed Motion to Temporarily Suspend Settlement Payments.

Dated: June 23, 2025, respectfully submitted,

A handwritten signature in black ink, appearing to read "Jarrod Jones", written in a cursive style.

---

Jarrod Jones, Pro Se

# EXHIBIT A

Payment

Motion.odt

**A** Acerthorn<acerthorn@yahoo.com>  
To: jarrod stangranch.com  
Wed 6/11/2025 9:07 AM

Where the hell is your payment for this month?

**JS** jarrod stangranch.com  
To: Acerthorn <acerthorn@yahoo.com>  
Wed 6/11/2025 10:56 AM

Mr. Stebbins,

Due to unforeseen circumstances I had to pay a bit more money than usual for rent this month. It was either pay you the settlement money on time or get evicted. As I prefer to have a roof over my head and not live out on the street, I chose to pay my rent.

I will have your payment to you as soon as I am paid on Friday.

Thank you for your time and understanding.

Sincerely,

Jarrod Jones.

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**A** Acerthorn<acerthorn@yahoo.com>  
To: jarrod stangranch.com  
Wed 6/11/2025 11:36 AM

I thought you said you were living with a friend.

**JS** jarrod stangranch.com  
To: Acerthorn <acerthorn@yahoo.com>  
Wed 6/11/2025 11:57 AM

Mr. Stebbins,

A part of our agreement with my friends, I am required to pay rent as of six months ago due to the ever-increasing price for rent.

Please be understanding of the circumstances and I'll pay the settlement as soon as I am able to.

Thank you for your understanding and patience.

Sincerely,

Jarrod Jones

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**A** Acerthorn<acerthorn@yahoo.com>  
To: jarrod stangranch.com  
Wed 6/11/2025 11:59 AM

I will not accommodate your dilemma. If I am not paid by this Friday, I will file a motion to hold you in contempt of court, and from now on, if I am not paid by the 5th like we previously agreed on, I will also file a motion for contempt.

You don't have a choice in this matter. You HAVE to pay me these settlement payments. They are legally binding. So you should have thought of that before you entered into any other contracts that might have interfered with this settlement.

JS

jarrod stangranch.com

⚙️ 😊 ↩ Reply ↩ Reply all ➡ Forward 📧 ⋮

To: Acerthorn <acerthorn@yahoo.com>

Wed 6/11/2025 12:33 PM

Mr. Stebbins,

We've gone through this multiple times, and it is tiring, very tiring. Your hollow legal threats of contempt of court are an overextension of your role in the Settlement Agreement. You don't get to decide that the court does.

There are reasonable circumstances to delay payments, and keeping a roof over my head is a reasonable delay.

I understand the importance of the settlement agreement and my responsibility under it.

In the case that I've lost my job, that would lead to more reasonable delays in payment. In fact, if that does happen, I would have to inform the court and ask them to pause payments until I am able to acquire another job to make those payments.

As other financial hardships, like the rent at my place increasing from \$1700/mo. to \$1900/mo.

With that in mind, I will pay you as soon as I am able. Please remain patient during this time for me.

Thank you for your understanding,

Jarro Jones

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...

A

Acerthorn <acerthorn@yahoo.com>

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To: jarrod stangranch.com

Wed 6/11/2025 1:03 PM

I hope you've done your legal research on this. Imagine if this were any other creditor (like a credit card) and you tried to fight their efforts to hold you in default. So make sure you have your case law citations ready to go, because when the motion gets filed, you will be the one who holds the burden of proving that your default was objectively justifiable.

...

A

Acerthorn <acerthorn@yahoo.com>

⚙️ 😊 ↩ Reply ↩ Reply all ➡ Forward 📧 ⋮

To: jarrod stangranch.com

Fri 6/13/2025 12:08 PM

It's Friday. Where's my payment?

...

JS

jarrod stangranch.com

⚙️ 😊 ↩ Reply ↩ Reply all ➡ Forward 📧 ⋮

To: Acerthorn <acerthorn@yahoo.com>

Fri 6/13/2025 3:06 PM

Dear Mr. Stebbins,

Please be patient. I am unable to make the payment now, I am waiting for it to populate into my account.

Thank you for your patience and understanding.

Sincerely,

Jarro Jones

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...

A

Acerthorn <acerthorn@yahoo.com>

⚙️ 😊 ↩ Reply ↩ Reply all ➡ Forward 📧 ⋮

To: jarrod stangranch.com

Fri 6/13/2025 4:37 PM

Motherfucker, you're already late, and I'm already planning on filing a motion against you.

What time today will I be paid?

...

JS

jarrod stangranch.com

To: Acerthorn <acerthorn@yahoo.com>

Fri 6/13/2025 5:54 PM

Dear Mr. Stebbins,

I must remind you that while we are communicating that we are to use civility and politeness. As per the judge directions from the judge that reminded us to communicate according to final paragraph of page seven (7) of Dkt. 92.

Please keep this in mind for future communication. What is it that you intend to file? Is there a way to remedy this issue without pointlessly involving the court?

Before end of day, the money is still pending. I have no ETA, but I will assure you that it will still be Friday when I send it.

Thank you for your patience and understanding.

Jarrod Jones

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...

JS

jarrod stangranch.com

To: Acerthorn <acerthorn@yahoo.com>

Sat 6/14/2025 7:15 AM

Dear Mr. Stebbins,

I hope you are doing well, and that my payment went through.

Thank you for your patience while I committed alleviate the situation.

Are you still filing a motion to the court over this matter? Despite it being resolved, I don't want to continue wasting time on meaningless court filings that serve no purpose than to waste time.

Is there anything else I can do to alleviate the need to file a motion?

Sincerely,

Jarrod Jones

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A

Acerthorn <acerthorn@yahoo.com>

To: jarrod stangranch.com

Sat 6/14/2025 1:39 PM

Motion.odt  
803 KB

Pursuant to Local Rule 7-3, do you have any reason why I should not file this attached motion?

...

A

Acerthorn <acerthorn@yahoo.com>

To: jarrod stangranch.com

Sat 6/14/2025 1:40 PM

I do still intend to file a motion with the court, because the issue *hasn't* been resolved. You have announced your intention to delay payments in the future whenever you, in your arbitrary discretion, feel it is justified, without any regard to my rights, or even conferring with me before delaying payment.

That still needs to be resolved.

...

A

Acerthorn <acerthorn@yahoo.com>

To: jarrod stangranch.com

Sat 6/14/2025 6:50 PM

Are you going to reply to this anytime soon?

...

Reply Forward